

EXHIBIT E

W. Scott Cameron, State Bar No. 229828
 Josiah M. Prendergast, State Bar No. 292840
 Carly M. Moran, State Bar No. 333661
weintraub tobin chediak coleman grodin
 LAW CORPORATION
 400 Capitol Mall, 11th Floor
 Sacramento, California 95814
 Telephone: 916.558.6000
 Facsimile: 916.446.1611
 Email: SCameron@weintraub.com
 JPrendergast@weintraub.com
 CMoran@weintraub.com
Attorneys for non-party
Crystal Adams

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION

BRAND LITTLE, and ROBIN BURNS,
 Individually and on Behalf of All Others
 Similarly Situated,

Plaintiff,

v.

PACIFIC SEAFOOD PROCUREMENT,
 LLC; PACIFIC SEAFOOD PROCESSING,
 LLC; PACIFIC SEAFOOD FLEET, LLC;
 PACIFIC SEAFOOD DISTRIBUTION,
 LLC; PACIFIC SEAFOOD USA, LLC;
 DULCICH, INC.; PACIFIC SEAFOOD
 EUREKA, LLC; PACIFIC SEAFOOD
 CHARLESTON, LLC; PACIFIC SEAFOOD
 – WARRENTON, LLC; PACIFIC
 SEAFOOD – NEWPORT, LLC; PACIFIC
 SEAFOOD – BROOKINGS, LLC; PACIFIC
 SEAFOOD – WESTPORT, LLC; PACIFIC
 SURIMI – NEWPORT, LLC; BLUE RIVER
 SEAFOOD, INC.; SAFE COAST
 SEAFOODS, LLC; SAFE COAST
 SEAFOODS WASHINGTON, LLC;
 OCEAN GOLD SEAFOODS, INC.; NOR-
 CAL SEAFOOD, INC.; AMERICAN
 SEAFOOD EXP, INC.; CALIFORNIA
 SHELLFISH COMPANY, INC.; ROBERT
 BUGATTO ENTERPRISES, INC.;

Case No.: 3:23-cv-01098-AGT

**NON-PARTY CRYSTAL ADAMS’
 RESPONSE TO SUBPOENA**

Judge: The Honorable Alex G. Tse

ALASKA ICE SEAFOODS, INC.; LONG
FISHERIES, INC.; CAITO FISHERIES,
INC.; CATIO FISHERIES, LLC;
SOUTHWIND FOODS, LLC;
FISHERMEN'S CATCH, INC.; GLOBAL
QUALITY FOODS, INC.; GLOBAL
QUALITY SEAFOOD LLC; OCEAN KING
FISH, INC.; SOUTH BEND PRODUCTS
LLC; SWANES SEAFOOD HOLDING
COMPANY LLC; BORNSTEIN
SEAFOODS, INC.; ASTORIA PACIFIC
SEAFOODS, LLC; and DOES 29-60,

Defendants.

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1 subject to a privilege, doctrine, or immunity from discovery is made in response to the Requests,
2 such production shall not constitute a waiver of any applicable privilege or protection. Specific
3 objections to a Request on the grounds of privilege are provided below for emphasis and clarity
4 only, and the absence of a specific objection should not be interpreted as evidence that Ms. Adams
5 does not object to a Request on the grounds of privilege.

6 3. Ms. Adams objects to the Requests as unreasonably burdensome on a non-party to
7 the litigation, and no attempt has been made to obtain the documents sought from parties to this
8 litigation.

9 4. Ms. Adams objects to the Requests to the extent that they call for the creation of
10 documents that do not currently exist.

11 5. Ms. Adams objects to each of the Requests seeking “all,” “each,” “any,” “relating
12 to,” and “regarding” the referenced information or documents. Such requests are unduly
13 burdensome or expensive, seek cumulative information, and do not describe the information sought
14 with sufficient particularity. Ms. Adams will construe the terms of all Requests to request that Ms.
15 Adams use reasonable diligence to locate responsive non-privileged information and documents.

16 6. Ms. Adams objects to the Requests to the extent that they are repetitive, duplicative,
17 overly broad, seek information that may be obtained from other sources or through other means of
18 discovery that are more convenient, more efficient, more practical, less burdensome, and/or less
19 expensive, or to the extent they otherwise impose an undue burden upon Ms. Adams.

20 7. Ms. Adams objects to the Requests to the extent that they seek documents, data, or
21 information that is not within her possession, custody, or control.

22 8. Ms. Adams objects to the Requests to the extent that they seek documents, data, or
23 information that already is within Plaintiffs’ possession, custody, or control.

24 9. Ms. Adams objects to the Requests to the extent that they seek documents, data, or
25 information in the possession, custody, or control of third parties or that is publicly available, and
26 thus equally or more easily available to Plaintiffs from those sources.

27 10. Ms. Adams objects to the Requests to the extent that they are vague, ambiguous,
28 overboard, and/or unduly burdensome.

11. A response indicating that Ms. Adams will provide documents, data, or information shall not be construed as an admission that such information exists, or that it exists within her possession, custody, or control.

OBJECTIONS TO DEFINITIONS

1. Ms. Adams objects to the definition of the terms “You” or “Your” to the extent that it includes “any predecessors, successors, subsidiaries, departments, divisions, affiliates, and any organization or entity which the responding person or entity manages, controls, and any organization or entity which the responding person or entity manages, controls, or has an ownership interest in, or did manage, control, or have an ownership interest in, as well as all current and former directors, officers, employees, agents, representatives or any persons acting or purporting to act on behalf of the responding person or entity.” Ms. Adams is an individual. Her responses are limited to herself as an individual, and to no one else beyond herself. For avoidance of any doubt, Ms. Adams will not search for or produce any documents that she may have or may have received based on her current position as Executive Director, Oregon Dungeness Crab Commission. Ms. Adams will search for and produce only documents related to her prior employment with Hallmark Fisheries, whether received before or after Ms. Adams’ employment with Hallmark Fisheries.

2. Ms. Adams objects to the definition of the term “Fisher” on the grounds that the definition is vague, ambiguous, and not reasonably calculated to lead to the discovery of admissible evidence, specifically with respect to “commercial fishing” and “commercial fishing vessel” to the extent such terms are undefined terms subject to multiple interpretations.

3. Ms. Adams objects to the definition of the term “Buyer” on the grounds that the definition is overly broad, unduly burdensome, vague, ambiguous, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it includes purchases of “other fishes directly from a Fisher with the purposes of reselling the fish, with or without further processing” not relevant to the claims and defenses in the litigation.

4. Ms. Adams objects to the definition of the term “Ex Vessel” on the grounds that the definition is vague, ambiguous, and not reasonably calculated to lead to the discovery of admissible

1 evidence, specifically with respect to “fresh commercial seafood” where “commercial seafood” is
2 undefined.

3 5. Ms. Adams objects to the definition of the term “Ex Vessel Price” on the grounds
4 that the definition is vague, ambiguous, and not reasonably calculated to lead to the discovery of
5 admissible evidence, specifically with the incorporation of the definition of Ex Vessel and “fresh
6 commercial seafood” where “commercial seafood” is undefined.

7 6. Ms. Adams objects to the definition of the term “Out the Back Door” on the grounds
8 that the definition is vague, ambiguous, and not reasonably calculated to lead to the discovery of
9 admissible evidence, specifically with respect to “unprocessed Dungeness crab” and purchases of
10 “Dungeness crab Ex Vessel” that incorporates the vagueness and ambiguity of “Ex Vessel.”

11 7. Ms. Adams objects to the definition of the term “Processed Dungeness Crab” on the
12 grounds that the definition is vague, ambiguous, and not reasonably calculated to lead to the
13 discovery of admissible evidence, specifically with respect to “commercial Dungeness crab” and
14 “cooked”, as well as “Ex Vessel purchase” that incorporates the vagueness and ambiguity of “Ex
15 Vessel.”

16 8. Ms. Adams objects to the definition of the term “Document” to the extent that it
17 requires Ms. Adams to conduct searches broader than a reasonable and diligent search of reasonably
18 accessible files (including electronic files) where responsive information reasonably would be
19 expected to be found or would to impose on her duties and obligations beyond those imposed by the
20 Federal Rules of Civil Procedure; Local Rules; the Stipulated Protective Order (Dkt. No. 63); any
21 forthcoming Stipulated Order Regarding Production of Electronically Stored Information and Paper
22 Documents; or any other order of the Court. Ms. Adams will give this term its ordinary meaning.

23 **REQUEST FOR PRODUCTION NO. 1:**

24 Documents sufficient to show Your ownership interest in any entity, including but not
25 limited to partnerships, corporations, and limited liability corporations, involved in the Commercial
26 Dungeness Crab Industry.

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RESPONSE REQUEST FOR PRODUCTION NO. 1:

Ms. Adams incorporates her General Objections and Objections to Definitions. Ms. Adams objects to this request on the grounds that it is vague and ambiguous as to the meeting of the term “Commercial Dungeness Crab Industry” and that term is not defined. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a reasonable and diligent search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 2:

Documents sufficient to show the duration and nature of Your employment by Hallmark, including by not limited to the date of commencement and date of termination of your employment, all job titles held, the scope of work within each position, and the geographic range over which your employment responsibilities extended.

RESPONSE REQUEST FOR PRODUCTION NO. 2:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a reasonable and diligent search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 3:

All Communications Concerning the preservation of Documents Concerning the Commercial Dungeness Crab Industry or this Action, including, without limitation, instructions provided by Hallmark or counsel for Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 3:

Ms. Adams incorporates her General Objections and Objections to Definitions. Ms. Adams objects to this request on the grounds that it is vague and ambiguous as to the meeting of the term “Commercial Dungeness Crab Industry” and that term is not defined. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 4:

All Communications Concerning the destruction of Documents Concerning the Commercial

Dungeness Crab Industry or this Action, including, without limitation, instructions provided by Hallmark or counsel for Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 4:

Ms. Adams incorporates her General Objections and Objections to Definitions. Ms. Adams objects to this request on the grounds that it is vague and ambiguous as to the meeting of the term “Commercial Dungeness Crab Industry” and that term is not defined. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 5:

All Communications, including, without limitation, text messages and emails, between You and any Ex Vessel Dungeness crab Buyer, excluding Hallmark, Concerning the opening of any Dungeness crab season, sent or received prior to You leaving Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 5:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 6:

All Communications, including, without limitation, text messages and emails, between You and any Ex Vessel Dungeness crab Buyer Concerning the opening of any Dungeness crab season, sent or received after You left Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 6:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 7:

All Communications, including, without limitation, text messages and emails, between You

1 and any Ex Vessel Dungeness crab Buyer, excluding Hallmark, Concerning the closing date of any
2 Dungeness crab season, sent or received prior to You leaving Your position with Hallmark.

3 **RESPONSE REQUEST FOR PRODUCTION NO. 7:**

4 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
5 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
6 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
7 control.

8 **REQUEST FOR PRODUCTION NO. 8:**

9 All Communications, including, without limitation, text messages and emails, between You
10 and any Ex Vessel Dungeness crab Buyer Concerning the closing date of any Dungeness crab
11 season, sent or received after You left Your position with Hallmark.

12 **RESPONSE REQUEST FOR PRODUCTION NO. 8:**

13 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
14 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
15 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
16 control.

17 **REQUEST FOR PRODUCTION NO. 9:**

18 All Communications, including, without limitation, text messages and emails, between You
19 and any Ex Vessel Dungeness crab Buyer, excluding Hallmark, concerning any Ex Vessel price for
20 Dungeness crab, sent or received prior to You leaving Your position with Hallmark.

21 **RESPONSE REQUEST FOR PRODUCTION NO. 9:**

22 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
23 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
24 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
25 control.

26 **REQUEST FOR PRODUCTION NO. 10:**

27 All Communications, including, without limitation, text messages and emails, between You
28 and any Ex Vessel Dungeness crab Buyer Concerning any Ex Vessel price for Dungeness crab, sent

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1 or received after You left Your position with Hallmark.

2 **RESPONSE REQUEST FOR PRODUCTION NO. 10:**

3 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
4 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
5 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
6 control.

7 **REQUEST FOR PRODUCTION NO. 11:**

8 All Communications, including, without limitation, text messages and emails, between You
9 and any Ex Vessel Dungeness crab Buyer, excluding Hallmark, Concerning the commercial Ex
10 Vessel purchase of Dungeness crab, sent or received prior to You leaving Your position with
11 Hallmark.

12 **RESPONSE REQUEST FOR PRODUCTION NO. 11:**

13 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
14 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
15 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
16 control.

17 **REQUEST FOR PRODUCTION NO. 12:**

18 All Communications, including, without limitation, text messages and emails, between You
19 and any Ex Vessel Dungeness crab Buyer Concerning the commercial Ex Vessel purchase of
20 Dungeness crab, sent or received after You left Your position with Hallmark.

21 **RESPONSE REQUEST FOR PRODUCTION NO. 12:**

22 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
23 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
24 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
25 control.

26 **REQUEST FOR PRODUCTION NO. 13:**

27 All Communications, including, without limitation, text messages and emails, between You
28 and any Ex Vessel Dungeness crab Buyer, excluding Hallmark, Concerning the supply of

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1 Dungeness crab, sent or received prior to You leaving Your position with Hallmark.

2 **RESPONSE REQUEST FOR PRODUCTION NO. 13:**

3 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
4 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
5 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
6 control.

7 **REQUEST FOR PRODUCTION NO. 14:**

8 All Communications, including, without limitation, text messages and emails, between You
9 and any Ex Vessel Dungeness crab Buyer Concerning the supply of Dungeness crab, sent or
10 received after You left Your position with Hallmark.

11 **RESPONSE REQUEST FOR PRODUCTION NO. 14:**

12 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
13 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
14 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
15 control.

16 **REQUEST FOR PRODUCTION NO. 15:**

17 All Communications, including, without limitation, text messages and emails, between You
18 and any Ex Vessel Dungeness crab Buyer, excluding Hallmark, Concerning the demand for
19 Dungeness crab, sent or received prior to You leaving Your position with Hallmark.

20 **RESPONSE REQUEST FOR PRODUCTION NO. 15:**

21 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
22 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
23 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
24 control.

25 **REQUEST FOR PRODUCTION NO. 16:**

26 All Communications, including, without limitation, text messages and emails, between You
27 and any Ex Vessel Dungeness crab Buyer Concerning the demand for Dungeness crab, sent or
28 received after You left Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 16:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 17:

All Communications, including, without limitation, text messages and emails, between You and any Ex Vessel Dungeness crab Buyer, excluding Hallmark, sent or received prior to You leaving Your position with Hallmark, that are not responsive to Requests Nos. 5, 7, 9, 11, 13, or 15.

RESPONSE REQUEST FOR PRODUCTION NO. 17:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 18:

All Communications, including, without limitation, text messages and emails, between You and any Ex Vessel Dungeness crab Buyer, sent or received prior to You leaving Your position with Hallmark, that are not responsive to Requests Nos. 6, 8, 10, 12, 14, or 16.

RESPONSE REQUEST FOR PRODUCTION NO. 18:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 19:

All Communications, including, without limitation, text messages and emails, between You and any Crabber Concerning the opening of any commercial Dungeness crab fishery, sent or received prior to You leaving Your position with Hallmark.

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RESPONSE REQUEST FOR PRODUCTION NO. 19:

Ms. Adams incorporates her General Objections and Objections to Definitions. Ms. Adams objects to the request on the grounds it is vague and ambiguous as to the meaning of the term “commercial Dungeness crab fishery” and that term is not defined. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 20:

All Communications, including, without limitation, text messages and emails, between You and any Crabber Concerning the opening of any commercial Dungeness crab fishery, sent or received after You left Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 20:

Ms. Adams incorporates her General Objections and Objections to Definitions. Ms. Adams objects to the request on the grounds it is vague and ambiguous as to the meaning of the term “commercial Dungeness crab fishery” and that term is not defined. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 21:

All Communications, including, without limitation, text messages and emails, between You and any Crabber Concerning the closing date of any commercial Dungeness crab fishery, sent or received prior to You leaving Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 21:

Ms. Adams incorporates her General Objections and Objections to Definitions. Ms. Adams objects to the request on the grounds it is vague and ambiguous as to the meaning of the term “commercial Dungeness crab fishery” and that term is not defined. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 22:

All Communications, including, without limitation, text messages and emails, between You

1 and any Crabber Concerning the closing date of any commercial Dungeness crab fishery, sent or
2 received after You left Your position with Hallmark.

3 **RESPONSE REQUEST FOR PRODUCTION NO. 22:**

4 Ms. Adams incorporates her General Objections and Objections to Definitions. Ms. Adams
5 objects to the request on the grounds it is vague and ambiguous as to the meaning of the term
6 “commercial Dungeness crab fishery” and that term is not defined. Subject to and without waiving
7 the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable
8 search, Ms. Adams has no responsive documents in her care, custody or control.

9 **REQUEST FOR PRODUCTION NO. 23:**

10 All Communications, including, without limitation, text messages and emails, between You
11 and any Crabber Concerning the commercial Ex Vessel purchase of Dungeness crab, sent or
12 received prior to You leaving Your position with Hallmark.

13 **RESPONSE REQUEST FOR PRODUCTION NO. 23:**

14 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
15 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
16 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
17 control.

18 **REQUEST FOR PRODUCTION NO. 24:**

19 All Communications, including, without limitation, text messages and emails, between You
20 and any Crabber Concerning the commercial Ex Vessel purchase of Dungeness crab, sent or
21 received after You left Your position with Hallmark.

22 **RESPONSE REQUEST FOR PRODUCTION NO. 24:**

23 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
24 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
25 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
26 control.

27 **REQUEST FOR PRODUCTION NO. 25:**

28 All Communications, including, without limitation, text messages and emails, between You

1 and any Crabber Concerning the Ex Vessel Price of Dungeness crab, sent or received prior to You
2 leaving Your position with Hallmark.

3 **RESPONSE REQUEST FOR PRODUCTION NO. 25:**

4 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
5 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
6 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
7 control.

8 **REQUEST FOR PRODUCTION NO. 26:**

9 All Communications, including, without limitation, text messages and emails, between You
10 and any Crabber Concerning the Ex Vessel Price of Dungeness crab, sent or received after you left
11 Your position with Hallmark.

12 **RESPONSE REQUEST FOR PRODUCTION NO. 26:**

13 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
14 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
15 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
16 control.

17 **REQUEST FOR PRODUCTION NO. 27:**

18 All Communications, including, without limitation, text messages and emails, between You
19 and any Crabber Concerning the supply of Dungeness crab, sent or received prior to you leaving
20 Your position with Hallmark.

21 **RESPONSE REQUEST FOR PRODUCTION NO. 27:**

22 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
23 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
24 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
25 control.

26 **REQUEST FOR PRODUCTION NO. 28:**

27 All Communications, including, without limitation, text messages and emails, between You
28 and any Crabber Concerning the supply of Dungeness crab, sent or received after You left Your

1 position with Hallmark.

2 **RESPONSE REQUEST FOR PRODUCTION NO. 28:**

3 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
4 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
5 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
6 control.

7 **REQUEST FOR PRODUCTION NO. 29:**

8 All Communications, including, without limitation, text messages and emails, between You
9 and any Crabber Concerning the demand for Dungeness crab, sent or received prior to you leaving
10 Your position with Hallmark.

11 **RESPONSE REQUEST FOR PRODUCTION NO. 29:**

12 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
13 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
14 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
15 control.

16 **REQUEST FOR PRODUCTION NO. 30:**

17 All Communications, including, without limitation, text messages and emails, between You
18 and any Crabber Concerning the demand for Dungeness crab, sent or received after You left Your
19 position with Hallmark.

20 **RESPONSE REQUEST FOR PRODUCTION NO. 30:**

21 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
22 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
23 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
24 control.

25 **REQUEST FOR PRODUCTION NO. 31:**

26 All Communications, including, without limitation, text messages and emails, between You
27 and any Crabber, sent or received prior to You leaving Your position with Hallmark, that are not
28 responsive to Requests Nos. 19, 21, 23, 25, 27, and 29.

RESPONSE REQUEST FOR PRODUCTION NO. 31:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 32:

All Communications, including, without limitation, text messages and emails, between You and any Crabber, sent or received prior to You leaving Your position with Hallmark, that are not responsive to Requests Nos. 20, 22, 24, 26, 28, or 30.

RESPONSE REQUEST FOR PRODUCTION NO. 32:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 33:

All Communications, including, without limitation, text messages and emails, between You and Hallmark Concerning the Ex Vessel prices being offered by other Buyers for Dungeness crab, sent or received prior to You leaving Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 33:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 34:

All Communications, including, without limitation, text messages and emails, between You and Hallmark Concerning the Ex Vessel prices being offered by other Buyers for Dungeness crab, sent or received after You left Your position with Hallmark.

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RESPONSE REQUEST FOR PRODUCTION NO. 34:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 35:

All Communications, including, without limitation, text messages and emails, between You and Hallmark Concerning the purchase of Dungeness crab by other Buyers, sent or received prior to You leaving Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 35:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 36:

All Communications, including, without limitation, text messages and emails, between You and Hallmark Concerning the purchase of Dungeness crab by other Buyers, sent or received after You left Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 37:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 37:

All Communications, including, without limitation, text messages and emails, between You and Hallmark Concerning any decision to not do business with any Crabber, including by not limited to buying Dungeness crab or other commercial seafood, selling bait, selling ice, allowing use of hoists, sent or received prior to You leaving Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 37:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 38:

All Communications, including, without limitation, text messages and emails, between You and Hallmark Concerning any decision to not do business with any Crabber, including by not limited to buying Dungeness crab or other commercial seafood, selling bait, selling ice, allowing use of hoists, sent or received after You left Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 38:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 39:

All Communications, including, without limitation, text messages and emails, Concerning Triple G Seafood, Ozzie Gregorio, and/or the owners, employees, agents or representatives of Triple G Seafood, sent or received prior to You leaving Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 39:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 40:

All Communications, including, without limitation, text messages and emails, Concerning Triple G Seafood, Ozzie Gregorio, and/or the owners, employees, agents or representatives of Triple G Seafood, sent or received after you left Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 40:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams will produce all responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 41:

All Communications, including, without limitation, text messages and emails, with Triple G Seafood, Ozzie Gregorio, and/or the owners, employees, agents or representatives of Triple G Seafood, sent or received prior to You leaving Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 41:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 42:

All Communications, including, without limitation, text messages and emails, with Triple G Seafood, Ozzie Gregorio, and/or the owners, employees, agents or representatives of Triple G Seafood, sent or received after you left Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 42:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams will produce all responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 43:

All Communications, including, without limitation, text messages and emails, between You and Nor-Cal Seafoods or Kevin Lee Concerning Crabbers selling Dungeness crab to Buyers other than Hallmark or Nor-Cal Seafoods in Port Orford, sent or received prior to You leaving Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 43:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to

1 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
2 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
3 control.

4 **REQUEST FOR PRODUCTION NO. 44:**

5 All Communications, including, without limitation, text messages and emails, between You
6 and Nor-Cal Seafoods or Kevin Lee Concerning Crabbers selling Dungeness crab to Buyers other
7 than Hallmark or Nor-Cal Seafoods in Port Orford, sent or received after You left Your position
8 with Hallmark.

9 **RESPONSE REQUEST FOR PRODUCTION NO. 44:**

10 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
11 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
12 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
13 control.

14 **REQUEST FOR PRODUCTION NO. 45:**

15 All Communications, including, without limitation, text messages and emails, between You
16 and Nor-Cal Seafoods or Kevin Lee Concerning Buyers other than Hallmark or Nor-Cal Seafoods
17 making Ex Vessel purchases in Port Orford, sent or received prior to You leaving Your position
18 with Hallmark.

19 **RESPONSE REQUEST FOR PRODUCTION NO. 45:**

20 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
21 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
22 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
23 control.

24 **REQUEST FOR PRODUCTION NO. 46:**

25 All Communications, including, without limitation, text messages and emails, between You
26 and Nor-Cal Seafoods or Kevin Lee Concerning Buyers other than Hallmark or Nor-Cal Seafoods
27 making Ex Vessel purchases in Port Orford, sent or received after You left Your position with
28 Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 46:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 47:

All Communications, including, without limitation, text messages and emails, Concerning Joel Purkey, sent or received prior to You leaving Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 47:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 48:

All Communications, including, without limitation, text messages and emails, Concerning Joel Purkey, sent or received after You left Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 48:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or control.

REQUEST FOR PRODUCTION NO. 49:

All Communications, including, without limitation, text messages and emails, with Joel Purkey, sent or received prior to You leaving Your position with Hallmark.

RESPONSE REQUEST FOR PRODUCTION NO. 49:

Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to and without waiving the foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or

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1 control.

2 **REQUEST FOR PRODUCTION NO. 50:**

3 All Communications, including, without limitation, text messages and emails, with Joel
4 Purkey, sent or received after You left Your position with Hallmark.

5 **RESPONSE REQUEST FOR PRODUCTION NO. 50:**

6 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
7 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
8 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
9 control.

10 **REQUEST FOR PRODUCTION NO. 51:**

11 All communications Concerning This Action, including but not limited to the allegations
12 made in it, sent or received prior to You leaving Your position with Hallmark.

13 **RESPONSE REQUEST FOR PRODUCTION NO. 51:**

14 Ms. Adams incorporates her General Objections and Objections to Definitions. Subject to
15 and without waiving the foregoing objections, Ms. Adams responds as follows: Following a
16 diligent and reasonable search, Ms. Adams has no responsive documents in her care, custody or
17 control.

18 **REQUEST FOR PRODUCTION NO. 52:**

19 All communications Concerning This Action, including but not limited to the allegations
20 made in it, sent or received after You left Your position with Hallmark.

21 **RESPONSE REQUEST FOR PRODUCTION NO. 52:**

22 Ms. Adams incorporates her General Objections and Objections to Definitions. Ms. Adams
23 objects to this request on the grounds that it seeks documents protected by the attorney-client
24 privilege, attorney work product doctrine, or other privileges. Subject to and without waiving the
25 foregoing objections, Ms. Adams responds as follows: Following a diligent and reasonable search,
26 Ms. Adams has no non-privileged, responsive documents in her care, custody or control.

27 ///

28 ///

1 Dated: May 14, 2025

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2
3 By: /s/ W. Scott Cameron
4 W. Scott Cameron

5 *Attorneys for Non-Party*
6 *Crystal Adams*
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PROOF OF SERVICE

I, the undersigned, declare:

I am a citizen of the United States, employed in the City and County of Sacramento, California. My business address is 400 Capitol Mall, 11th Floor, Sacramento, California 95814 and my email address is daguillen@weintraub.com. I am over the age of 18 years and not a party to the within action.

On the date below, I caused to be served the attached, and all exhibits thereto:

RESPONSE TO SUBPOENAS TO CRYSTAL ADAMS

[X] (VIA EMAIL) I caused each such document to be sent by electronic mail to the addressees at the email addresses listed below.

Stuart G. Gross Travis H.A. Smith Ross A. Middlemiss GROSS KLEIN PC The Embarcadero Pier 9, Suite 100 San Francisco, CA 94111 (415) 671-4628	Counsel for Plaintiffs and the Proposed Classes
--	--

sgross@grosskleinlaw.com
tsmith@grosskleinlaw.com
rmiddlemiss@grosskleinlaw.com
iatkinsonyoung@grosskleinlaw.com

Matthew W. Ruan FREED KANNER LONDON & MILLEN LLC 100 Tri-State International, Suite 128 Lincolnshire, IL 60069 (224) 632-4500	Counsel for Plaintiffs and the Proposed Classes
---	--

mruan@fklmlaw.com

Matthew S. Weiler Raymond S. Levine SCHNEIDER WALLACE COTTRELL KONECKY, LLP 2000 Powell Street, Suite 1400 Emeryville, CA 94608 (415) 421-7100	Counsel for Plaintiffs and the Proposed Classes
---	--

mweiler@schneiderwallace.com
rlevine@schneiderwallace.com

Steven N. Williams STEVEN WILLIAMS LAW, P.C. 201 Spear St, Suite 1100 San Francisco, CA 94105 (415) 671-4628	Counsel for Plaintiffs and the Proposed Classes
--	--

swilliams@stevenwilliamsllaw.com

weintraub tobin chediak coleman grodin
law corporation

1 Edward C. Duckers
2 Charles H. Samel
3 STOEL RIVES LLP
4 1 Montgomery Street, Suite 3230
5 San Francisco, CA 94104

6 Matthew D. Segal
7 Michelle J. Rosales
8 STOEL RIVES LLP
9 500 Capitol Mall, Suite 1600
10 Sacramento, CA 95814

11 Timothy W. Snider
12 STOEL RIVES LLP
13 760 SW Ninth Avenue, Suite 3000
14 Portland, OR 97205

15 *charles.samel@stoel.com*
16 *ed.duckers@stoel.com*
17 *timothy.snider@stoel.com*
18 *matthew.segal@stoel.com*
19 *michelle.rosales@stoel.com*
20 *roxanne.forestiere@stoel.com*

21 Sean Gates
22 ILLOVSKY GATES & CALIA LLP
23 155 N. Lake Avenue, Suite 800
24 Pasadena, California 91101

25 Eva Schueller
26 ILLOVSKY GATES & CALIA LLP
27 1611 Telegraph Avenue, Suite 806
28 Oakland, California 94612

sean@illovskygates.com
eschueller@illovskygates.com

Christopher J. Kayser
Elizabeth E. Parker
LARKINS VACURA KAYSER
121 SW Morrison St. Suite 700
Portland, OR

Brian A. E. Smith
Joseph J. Fraresso
BARTKO LLP
1100 Sansome Street
San Francisco, CA 94111

ckayser@lvklaw.com
eparker@lvklaw.com
bsmith@bartkolaw.com
jfraresso@bartkolaw.com

Counsel for Defendants
Pacific Seafood Procurement, LLC, Pacific
Seafood Processing, LLC, Pacific Seafood
Fleet, LLC, Pacific Seafood Distribution,
LLC, Pacific Seafood Usa, LLC, Dulcich,
Inc., Pacific Seafood – Eureka, LLC,
Pacific Seafood – Charleston, LLC, Pacific
Seafood – Warrenton, LLC, Pacific
Seafood – Newport, LLC, Pacific Seafood
– Brookings, LLC, Pacific Seafood –
Westport, LLC, and Pacific Surimi –
Newport LLC

Counsel for Defendants
Blue River Seafood, Inc., Safe Coast
Seafoods, LLC, and Safe Coast Seafoods
Washington, LLC

Counsel for Defendants
Ocean Gold Seafoods, Inc.

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law corporation

HUECHI WONG HH LEGAL GROUP
2443 Fillmore St #380-4372
San Francisco, CA 94115
hwonglegal@gmail.com
huechi@hhdspites.com

Counsel for Defendants
Nor-Cal Seafood, Inc. and Kevin Lee

Jonathan W. Thames
Colin Crug
KENNEDYS LAW LLP
455 Market Street, Suite 1900
San Francisco, CA 94105

Counsel for Defendants
American Seafood Exp, Inc.

Jonathan.Thames@kennedyslaw.com
Colin.Crug@kennedyslaw.com

Nick Gunn
Lauren B. Mauer
INTERNATIONAL MARITIME GROUP PLLC
701 Fifth Avenue, 42nd Floor
Seattle, WA 98104

Counsel for Defendants
Alaska Ice Seafoods, Inc. and Long
Fisheries, Inc.

mauer@maritime.law
Hurst@maritime.law
Gunn@maritime.law

Tim Fitzgerald
Micah Allred
MCNAUL EBEL
One Union Square
600 University Street, Suite 2700
Seattle, WA 98101

TFitzgerald@mcnaul.com
MAllred@mcnaul.com

Colin W. Morrow
VANNUCCI MOMSEN MORROW
45060 Ukiah St., Ste. A
P.O. Box 1214
Mendocino, CA 95460

Counsel for Defendants
Caito Fisheries, Inc.

cmorrow@vmm-law.com

Steven J. Goon
Sarah Buiten
RUTAN & TUCKER, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612

Counsel for Defendants
Caito Fisheries, LLC and Southwind Foods,
LLC

sgoon@rutan.com
Svanbuiten@rutan.com
Dghani@rutan.com
cpatel@rutan.com

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law corporation

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28

Steven McLellan
Claire Melehani
MCLELLAN LAW GROUP, LLP
20665 4th Street, Suite 202
Saratoga, CA 95070

Counsel for Defendants
Fishermen's Catch, Inc

Steven@mclellanlawgroup.com
claire@mclellanlawgroup.com
Sara@mclellanlawgroup.com
elizabeth@mclellanlawgroup.com

Ann A.P. Nguyen
Bonnie M. Ross
MESSNER REEVES LLP
160 W Santa Clara Street, Suite 1000
San Jose, CA 95113

Counsel for Defendants
Global Quality Foods, Inc.

anguyen@messner.com
bross@messner.com
akitagawa@messner.com

Bao-Quan P. Pham
BAO-QUAN PHAM LAW
345 N. 18th Street
San Jose, CA 95112

Counsel for Defendants
Global Quality Seafood LLC

baopham408@sbcglobal.net

Philip J. Wang
Traci Michelle
Keith Putterman
YU WANG LLP
345 California St. Suite 1160
San Francisco, CA 94104

Counsel for Defendants
Ocean King Fish Inc.

pwang@plylaw.com
ayoung@plylaw.com

1 J. Timothy Hobbs
2 Trudy D. Tessaro
3 Henry J. Brockway
4 Victoria S. Duarte
5 K&L GATES LLP
6 925 Fourth Ave, Suite 2900
7 Seattle, WA 98104

Counsel for Defendants
Bornstein Seafoods, Inc. and Astoria Pacific
Seafoods, LLC

8 Michael J. Stortz
9 K&L GATES LLP
10 4 Embarcadero Center, Suite 1200
11 San Francisco, California 94111

12 Victoria S. Pereira Duarte
13 K&L GATES LLP
14 70 W. Madison Street, Suite 3300,
15 Chicago, Illinois 60602

16 *tim.hobbs@klgates.com*
17 *Michael.Stortz@klgates.com*
18 *trudy.tessaro@klgates.com*
19 *Henry.Brockway@klgates.com*
20 *Victoria.Duarte@klgates.com*

21 I declare under the penalty of perjury under the laws of the United States of America and the
22 State of California that the foregoing is true and correct. Executed at Sacramento, California, on
23 May 14, 2025.

24 
25 Desree Aguillen